

**Agreement**

**Between**

**Lewis and Clark County**

**and**

**Montana Federation of Public Employees  
Representing Employees  
of the  
Public Health Department,  
PureView Health Center  
and  
County Landfill**

**July 1, 2018 – June 30, 2020**

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THIS AGREEMENT, made and entered into this 1st day of July 2018 at Helena, Lewis and Clark County, Montana, by and between the Montana Federation of Public Employees, hereinafter referred to as the "MFPE" and Lewis and Clark County, hereinafter referred to as the "EMPLOYER".

### PURPOSE

THIS AGREEMENT is entered into between the parties pursuant to and in compliance with the Montana Public Employees Collective Bargaining law, Title 39, Chapter 31, Montana Codes Annotated, as amended, hereinafter referred to as the "Act", to provide the terms and conditions of employment for employees during the duration of the Agreement.

In consideration of the covenants herein recited, and in order to mutually establish and stabilize wages and working conditions affecting the employees covered by the Agreement, the parties mutually agree as follows, however, if the agreement is silent on any particular issue, members should refer to the Lewis and Clark County Personnel Policy Manual. All members of the bargaining unit and the MFPE will be given notification of any changes to the Lewis and Clark County Personnel Policy Manual.

### ARTICLE 1 SEVERABILITY

In the event that any provision of this Agreement shall be declared invalid at any time or unenforceable by any court of competent jurisdiction or through government regulations or decree, such decision shall not invalidate the entire agreement, other provisions not declared invalid or unenforceable, shall remain in full force and effect. It is further agreed that in such eventuality both parties will forthwith meet and negotiate a new clause conforming to applicable Federal and State Laws.

### ARTICLE 2 RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the Act, the EMPLOYER recognizes the MFPE as the certified exclusive representative of employees employed by the EMPLOYER in the Public Works Landfill, the Public Health Department and PureView Health Center. The exclusive representative shall have those rights and duties as prescribed by the Act and as described in this Agreement.

Section 2. Appropriate Unit: The exclusive representative shall represent all Regular, Seasonal and Temporary status part-time and full-time employees working more than 20 hours per week employed by the Departments and the Health Center whose members are located at 316 North Park, 4075 Deal Road, and 1930 9th Avenue, Helena, Montana, and, as certified by the Board of Personnel Appeals dated July 12, 1977, but excluding exempt employees.

### ARTICLE 3 MFPE REPRESENTATION

It is further understood and agreed that the MFPE shall designate official spokespersons for said MFPE in any matter between the MFPE and the EMPLOYER. Each unit (Public Health Department, PureView Health Center and Landfill) shall designate a spokesperson.

The spokesman designated by the MFPE shall be designated in writing. A written list of the accredited officers and representatives of the MFPE shall be furnished to the health officer/executive director/department head immediately after their designation. The MFPE will notify the health officer/executive director/department head of any changes in said representatives within seven (7) calendar days.

Bulletin Board Space. The EMPLOYER agrees to provide space on the bulletin board, which is readily available to employees for the posting of information, activities, and announcements from or by the MFPE. Non-MFPE postings will be submitted to the department head prior to posting.

Contract Distribution. Upon ratification, the MFPE will provide copies of the contract and the EMPLOYER will distribute the copies to all members. The EMPLOYER will provide a copy of the contract to all new hires. Chapter Representatives will be allowed to give MFPE information to the Payroll Specialist for distribution with paychecks.

Release Time: The EMPLOYER shall grant release time for up to five (5) MFPE employee members to participate in collective bargaining agreement negotiations.

### ARTICLE 4 MFPE ACTIVITIES

The internal business of the MFPE shall be conducted by the employees during their non-duty hours; provided, however, that selected and designated MFPE officers or appointees shall be allowed a reasonable amount of pay time to investigate and pursue formal grievances.

Staff of the MFPE will be allowed to visit work areas of the employees during work hours and confer on employment relations matters, provided that such visitations shall be coordinated in advance with management, and shall not unduly disrupt work in progress.

### ARTICLE 5 MFPE SECURITY

Section 1. Employees covered by the terms of this Agreement shall not be required to become members of the MFPE but must, as a term and condition of employment, pay a representation fee to the MFPE.

Section 2. Upon receipt of a written authorization from an employee covered by this Agreement, the EMPLOYER shall deduct from the employees' pay the amount owed to the MFPE by such employee for dues or a representation fee. The EMPLOYER will remit to the MFPE such sums within thirty (30) calendar days. Changes in the MFPE membership dues rate and representation fee will be certified to the EMPLOYER in writing over the signature of the authorized officer or officers of the MFPE and shall be done at least thirty (30) calendar days in advance of such change.

Section 3. All employees covered by the terms of this Agreement shall, within thirty (30) days of the signing of this agreement, or within thirty (30) days of employment, whichever is later, pay dues or the representative fee to the MFPE. Employees who fail to comply with this requirement shall be discharged by the EMPLOYER within thirty (30) days after receipt of written notice of default by the MFPE. The MFPE may make written notice of default and demand for discharge after the thirty (30) day period specified above. The EMPLOYER shall initiate appropriate discharge actions under this Section to insure discharge of the affected employee(s) on the 30<sup>th</sup> day from receipt by the EMPLOYER of the MFPE's written notice of default and demand for discharge.

Section 4. The EMPLOYER, within thirty (30) days of the signing of this Agreement, shall present the MFPE with a list of names and addresses of all current employees covered by this Agreement, and shall update such list each month for all new hires.

Section 5. The MFPE will indemnify, defend, and hold the EMPLOYER harmless against any claim made and against any suit instituted against the EMPLOYER, including attorney's fees and costs of defense thereof, on account of any provision of this Article.

#### ARTICLE 6 PROTECTION FOR MFPE ACTIVITIES

The EMPLOYER agrees not to discriminate against any employee or group of employees with respect to their lawful participation in MFPE activities as outlined in the Montana Collective Bargaining Act for Public Employees. (Title 39, Chapter 31 MCA)

#### ARTICLE 7 NON-DISCRIMINATION

It is the policy of the EMPLOYER and the MFPE to ensure that all employees and all applicants for employment are treated equally without regard to their race, color, religion, national origin, age, marital status, ancestry, political beliefs, physical or mental disability, sexual orientation or sex; unless physical or mental disability relates to a bona fide occupational requirement. Such action to implement this policy shall include: employment, promotion, demotion, or transfer; rates of pay or other forms of compensation; and selection for training, including on-the-job training. An employee alleging discrimination may have legal counsel, at the employee's expense, representing the employee's interest.

## ARTICLE 8 MANAGEMENT RIGHTS

Except as otherwise provided in this Agreement, the EMPLOYER in the exercise of the functions of management, shall have the rights to operate and manage department and Health Center affairs in such areas as, but not limited to:

- (1) direct employees;
- (2) hire, promote, transfer, assign, and retain employees;
- (3) relieve employees from duties because of lack of work or funds or under conditions where continuation of such work be inefficient and nonproductive;
- (4) maintain the efficiency of government operations;
- (5) determine the methods, means, job classifications, and personnel by which government operations are to be conducted;
- (6) take whatever actions may be necessary to carry out the missions of the agency in situations of emergency;
- (7) establish the methods and processes by which work is performed.

The above rights remain with management unless otherwise modified elsewhere in this agreement.

## ARTICLE 9 HOURS OF WORK

Section 1. Hours Worked: Hours worked shall include those hours where the employee is suffered or permitted to work for the EMPLOYER.

Section 2. Workweek: The workweek shall be defined as 12:00 a.m., Sunday, through 11:59 p.m., Saturday.

Section 3. Work Schedule: The standard work day begins at 8:00 a.m. and ends at 5:00 p.m. with one (1) hour unpaid lunch break. The standard work week is Monday through Friday.

Section 4. Overtime: Forty (40) hours in five (5) consecutive days shall constitute a week's work. Time and one-half (1½) shall be paid for all hours worked over forty (40) hours in one week.

Section 5. Alternate Work Schedule: In work areas where the regular work week or work day schedule is not feasible, the work schedule will be determined by mutual agreement whenever possible. When mutual agreement cannot be reached, the EMPLOYER will assign the duty to the employee with the least seniority within the class specification.`

Section 6. Breaks: Employees are entitled to two (2) fifteen (15) minute breaks each eight (8) hour period. Employees shall be granted two twenty (20) minute breaks in a ten (10) hour shift.

Break periods may not be combined, aggregated, accrued. Break periods may not be used to delay the start time of the work day or shorten the work day unless the supervisor grants approval to do so.

Section 7. Any alteration of the standard hours of work and days of work requested by the employee must be approved by the supervisor and the health officer/executive director/department head after program requirements are adequately defined and addressed. These alterations must be scheduled at least one (1) week in advance whenever possible. Employees may work more than eight (8) hours per day in order to shorten the workweek. Once a standard work schedule has been established, the EMPLOYER must give ten (10) working days notice of changing an employee's standard schedule, unless mutually agreed upon. The department/Health Center may allow flexible ("flex") scheduling in the course of a given work week to maintain hours of work at forty (40) hours or less. Any changes in an employee's standard hours or work and days of work will be provided to MPEA and the County Human Resource Department at least 48 hours/two (2) work days in advance of the change.

Section 8. Expansion of Business Hours. Should the Landfill, Public Health Department or PureView Health Center expand hours or adopt an alternative work schedule different from what is in effect at the time this agreement is adopted, the EMPLOYER will meet with the MFPE for the purpose of negotiating wage and work condition changes associated with this expansion.

#### ARTICLE 10 OVERTIME AND COMPENSATORY TIME

Section 1. Work performed in excess of forty (40) hours shall be considered as overtime. Overtime shall be compensated at the rate of time and one-half (1½) the regular hourly rate of the employee.

Section 2. Prior approval must be granted in writing by the employee's supervisor regarding any hours worked in excess of forty (40) hours per week in order to enable the employee to receive overtime compensation.

Section 3. Days off for jury duty and military leave are not counted as hours worked in the computation of weekly overtime.

Section 4. Employees covered by this Agreement shall have the option of booking compensatory time for overtime hours accrued rather than receiving pay for those hours in the pay period that the hours are accrued. Overtime hours are accrued at the rate of one and one-half (1½) hours per each hour worked beyond the standard forty (40) hours per week. Compensatory time may be accumulated up to forty (40) hours.

Section 5. Call-out is defined as an unexpected requirement to work outside of an employee's scheduled workweek. Employees who are required to work unexpectedly will receive a minimum of four (4) hours pay. If the hours worked on call-out exceed 40 hours for the workweek, time and one-half will apply.



Section 6. On-Call Status. On-call is a situation where employees are not required to remain on the EMPLOYER's premises and are free to engage in their own pursuits and are subject only to the understanding that they carry a cellular telephone, wear a pager, or have some other means by which they may be reached 24 hours a day. When an employee is placed in "on-call" status, the time in "on call" status does not count as hours worked.

- A. Employees may be required to be on-call. This on-call duty will be assigned by the supervisor, department head, and/or elected official. This assignment will be made on mutual agreement between the employee and supervisor. The assignment will be on a rotation basis starting with the most senior qualified employee. If no qualified employee is willing to be on-call the supervisor will assign the on-call duty to the least senior qualified employee. In an effort to ensure the least senior qualified employee is not always on-call, when all qualified employees refuse call, the supervisor will assign the call on a rotation basis, beginning with the least senior, moving to the next least senior on the second on-call assignment, the third least senior on the third on-call assignment, etc. The individual assigned to call after all employees refuse, cannot refuse to take the assignment.
- B. The on-call employee will carry a cell phone or department issued pager and may have access to a vehicle, and other equipment determined necessary to perform their duties.

When an employee is placed in "on-call" status, the time in "on call" status does not count as "hours worked." For each 24 hours of on-call status provided on the days of Saturday, Sunday, regularly scheduled days off, or a holiday, the employee shall receive credit for three (3) additional hours of time in the employee's compensatory time balance. These hours shall not be increased or multiplied by any factor. In the event that the employee is called out while in an on call status, the employee will receive call-out pay only.

#### ARTICLE 11 RECRUITMENT AND SELECTION

The Department shall make every effort to employ only persons who can perform their duties with competence and integrity.

- A. Internal Postings
  - 1. As soon as a vacancy occurs or before, if possible, a vacancy announcement shall be prepared. The vacancy announcement will include the title, location, and salary range of the vacant position as well as a brief description of major duties (taken from the position description); the required minimum qualifications; and how, where, and when, the employee should apply.

2. Notice of vacancies shall be posted on bulletin boards at the work site. The EMPLOYER may elect to post a vacancy internally and externally at the same time.
3. The Department shall make every reasonable effort to fill positions from current department employees.
4. The County will advertise all positions to all County employees. Preference will be given to bargaining unit employees covered by this contract.

B. Selection Procedure Responsibility

The health officer/executive director/department head has responsibility for the selection of employees covered by this Agreement.

ARTICLE 12 DISCIPLINE

Section 1. If the immediate supervisor determines that an employee's performance is significantly unsatisfactory, the supervisor shall issue a warning letter specifying the employee's unsatisfactory performance. The EMPLOYER shall provide the employee with any disciplinary letters and a copy of the letter shall be placed in the employee's personnel file.

Disciplinary letters are subject to the grievance procedure. Upon request by the employee, the warning letter will be removed from the employee's personnel file nine months from the date written, unless the employee is involved in a subsequent disciplinary event that is relevant to or related to the earlier event.

Section 2. The EMPLOYER may discharge any Regular status employee for just cause.

ARTICLE 13 SENIORITY/LAYOFFS/VACANCIES

Section 1. Seniority means an employee's length of continuous service with the department, based on the hire date of that employee.

Section 2. Seniority shall be computed from the date the employee began regular uninterrupted service with the department.

(a) Seniority shall be considered unbroken for:

- (i) Layoff not exceeding one year.
- (ii) Approved LWOP not in excess of 60 days;
- (iii) Seniority shall remain the same as the day the employee left for LWOP granted in excess of sixty (60) days in case of illness, education, service in public office as provided by law, or other mutually agreed upon leaves.

- (iv) Military service as defined by state law and the Department.

Section 3. Seniority, experience, qualifications, and capabilities shall be the controlling factors for the filling of new or vacated positions.

Section 4. Employees to be laid off or those whose positions have been eliminated due to budgetary constraints shall be given twenty-one (21) calendar days advance notice except for temporary layoffs caused by emergencies.

Section 5. In the selection of employees for layoff, consideration will be given to the programs to be carried out by the EMPLOYER and the staff structure which, after the reduction, will achieve program objectives. After program objectives have been satisfied, seniority, qualifications, and capabilities shall be the controlling factors in the selection of employees for layoff.

Section 6. Recall from layoff shall be with the same consideration and based on seniority. The EMPLOYER shall notify such employees to return to work by certified letter and furnish the MFPE a copy of such notifications; and if the employee fails to notify the EMPLOYER within ten (10) calendar days of his or her intention to return to work such employee shall be considered as having forfeited his or her right to work.

Reinstatement preference will last for twelve (12) months from the effective date of the reduction in force even in the event of the employee accepting another County position within the twelve month recall period.

Section 7. No Regular status employee shall be laid off while temporary or probationary employees in the same skill are retained.

Section 8. Subcontractors. If subcontractors are being utilized at the time of a lay-off, the EMPLOYER agrees that, if the employees targeted for lay-off are competent and qualified to perform the duties of the subcontractor, they will be retained to perform the work instead of retaining the subcontractor. Lewis and Clark County will be required to follow cancellation clauses as outlined in the contract prior to assigning the duties to the laid off employee.

Section 9. When the department decides that a layoff is necessary, the MFPE shall be notified and provided an opportunity for input.

Section 10. Vacant and new positions that the EMPLOYER desires to fill will be posted for a minimum of seven (7) working days. The health officer/executive director/department head may elect to simultaneously post the position unit wide and outside for the initial posting. Preference for the vacant position or new position will be provided first to competent qualified division employees, then to department employees, then to outside applicants.

If two or more internal applicants are the best qualified applicants for an open position based on the review of qualifications and the results of the structured interview, seniority will be the deciding factor for appointment.

## ARTICLE 14 NOTIFICATIONS

The EMPLOYER shall ensure reasonable access to the MFPE and each employee an up-to-date policy of its rules, regulations and policies on employment related matters. The MFPE shall be notified of any proposed changes or additions to County personnel policies or Department-wide personnel policies affecting represented employees. The MFPE will have ten (10) working days to comment on proposed changes or additions to these policies.

## ARTICLE 15 EVALUATIONS

Section 1. The EMPLOYER shall provide a copy of the current job description to any employee covered by this Agreement, upon receipt of a request to do so by the employee.

Section 2. When evaluation ratings are prepared by the employee's immediate supervisor and the next higher supervisor, the results of the combined evaluation shall be transmitted to the employee in the form of a copy of his evaluation rating.

Section 3. The immediate supervisor shall discuss the evaluation with the employee and note by signature retained in the personnel file that the evaluation has been discussed with the employee. The employee may request a third party (the employee's choice) to be present during the discussion of the evaluation. If the employee desires to submit a brief written statement in explanation or mitigation of any remark on the evaluation rating form in the personnel file, he/she may do so.

Section 4. No information reflecting critically on an employee shall be placed in the personnel file of the employee that does not bear either the signature or initials of the employee indicating that he has been shown the material or a statement by a supervisor that the employee has been shown the material and refused to sign it. A copy of any such material shall be furnished to the employee upon request.

## ARTICLE 16 GRIEVANCE PROCEDURE

A "grievance" shall mean an allegation by an employee resulting in a dispute or disagreement between the employee and the EMPLOYER as to the interpretation or application of terms and conditions in this Agreement and the classification system. Any unresolved complaints as to the reasonableness of any new rules, regulations or policies in their application, shall be resolved through the grievance procedure.

The Employee shall be represented during each step of the procedure by a representative of the MFPE.

In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

Upon instituting a grievance in a forum other than that outlined herein, the employee shall waive his/her right to initiate a grievance pursuant to this Article or, alternatively, if the grievance is pending in the grievance procedure and the employee institute a proceeding in another forum other than those outlined herein, the right to pursue it further shall be immediately waived. A party instituting any action, proceeding or complaint in a federal or state court of law, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. This provision shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator. It is understood by the employee that if he/she elects to go outside the grievance procedure the MFPE is not permitted nor required to proceed with a grievance for that employee.

Step 1. Any dispute involving the interpretation, application or alleged violation of a specific provision of this Agreement shall be discussed with the employee's immediate supervisor within 15 working days of the grievance. The immediate supervisor shall have 10 working days to respond. All grievances must be discussed with the immediate supervisor prior to the filing of a formal grievance and no formal grievance may be filed until the immediate supervisor has been given opportunity to attempt resolution before moving the grievance to Step 2.

Step 2. Formal Grievance: If the grievance is not resolved informally, a formal grievance may be presented in writing within ten (10) working days from the receipt of the immediate supervisor's response to Step 1 to the health officer/executive director/department head. The written notice of the grievance shall include a summary of the dispute or disagreement, the sections of the agreement that have been violated and a proposed remedy. The health officer/executive director/department head at the second step shall have ten (10) working days from receipt of the grievance to respond in writing.

Step 3. If the grievance is not resolved at Step 2, it may be presented to the human resource director or designated management representative within ten (10) working days of the receipt of the Step 2 response. The human resource director shall have fifteen (15) working days to respond to the grievance in writing.

Step 4. Should the MFPE consider the decision of the human resource director unsatisfactory, the MFPE shall, within fifteen (15) working days of receipt of such decision, notify the human resource director of its decision to take the grievance to final and binding arbitration.

## **RULES OF GRIEVANCE PROCESSING**

1. Time limits of any stage of the grievance procedure may be extended by written mutual agreement of the parties at that step. Or provided both parties agree in writing, any level of this grievance procedure may be by-passed and processed at a higher level.
2. A grievance not filed by the grievant within the time limits provided shall be deemed permanently withdrawn as having been settled on the basis of the decision most recently received. Failure on the part of the EMPLOYER's representative to answer within the time limit

set forth in any step will entitle the employee to advance to the next step.

3. An appointed authority may replace any titled position in the grievance procedure, provided that such appointee has full authority to act in the capacity of the person being replaced.
4. When the grievance is presented in writing there shall be set forth all of the following:
  - A. A complete statement of the grievance and facts upon which it is based.
  - B. The rights of the individual claimed to have been violated and the remedy or correction requested.

### **RULES OF ARBITRATION**

1. Procedure: In the event that the parties are unable to resolve a grievance, it may be submitted to arbitration as defined herein, provided a notice of appeal is filed to the Human Resource Director within ten (10) days of the receipt of the decision at Step 3.
2. Selection of Arbitrator: Upon submission of a grievance to arbitration under the terms of this procedure, the parties shall request a list of five arbitrators from the Board of Personnel Appeals. Each party shall strike two (2) names from the list in alternate order and the name so remaining shall be the arbitrator.
3. Hearing: The grievance shall be heard by a single arbitrator and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, present witnesses, and make oral or written arguments relating to the issues before the arbitrator.
4. Decision: The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him shall be final and binding upon both parties.
5. Extension: Each party shall bear its own expenses in connection with arbitration, including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, and any other expenses, which the parties mutually agree, are necessary for the conduct of the arbitration. However, the party ordering a copy of the transcript shall pay for such copy.

6. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein.

In disputes involving alleged acts of discrimination, the arbitrator shall have a court recorder present to insure a complete record of the hearing; the arbitrator shall consider the relevant State and Federal Fair Employment Practice laws and legal conclusions from State and Federal Court rulings.

### ARTICLE 17 HOLIDAYS

Employees shall be granted the following holidays with pay:

- (1) New Year's Day, January 1
- (2) Martin Luther King Day, third Monday in January
- (3) President's Day, third Monday in February
- (4) Memorial Day, last Monday in May
- (5) Independence Day, July 4
- (6) Labor Day, first Monday in September
- (7) Columbus Day, second Monday in October
- (8) Veteran's Day, November 11
- (9) Thanksgiving Day, fourth Thursday in November
- (10) Christmas Day, December 25
- (11) General Election Day

Section 1. Employees required to work on any of the hereinabove set forth holidays shall receive their regular rate of pay for all hours worked in addition to eight (8) hours holiday pay. Holidays for the landfill shall either be on the actual holiday or the observed holiday depending on the rotation schedule the employee is working.

Section 2. When an employee is scheduled for a day off on a day which is observed as a legal holiday, he shall be entitled to receive a day off, either on the day preceding or the day following, whichever allows a day off in addition to the employee's regularly scheduled days off.

Section 3. Regular and Seasonal employees who work less than forty (40) hours in a pay period will receive holiday pay on a prorated basis in accordance with 2-18-603, MCA and the County Personnel Policy manual.

## ARTICLE 18 SICK LEAVE

Any sickness, non-occupational or occupational injury, which prevents an employee from performing the duties of his/her regular duties with the Department shall be considered as sickness and shall be compensated as provided by Montana State Law.

The EMPLOYER may not require a doctor's note to substantiate sick leave usage from an employee in the bargaining unit unless the supervisor has reason to believe that the employee is abusing sick leave or the employee has been away from work more than three consecutive days on sick leave.

## ARTICLE 19 LEAVE WITHOUT PAY

Section 1: Leave of absence without pay is an **unpaid leave status authorized by the department head and the Human Resource Director**. An employee may be allowed to request and take a leave of absence without pay at the department head's discretion, unless the purpose of leave is to serve in a public office, active duty or another extended military service, or leave taken under terms and conditions of the Family and Medical Leave Act.

- A. Leave of absence without pay shall be for use as outlined under disability leave, maternity leave, parental leave, family and medical leave, or military leave, or for up to one month for other valid and good reasons if authorized by the department head.
- B. Leave of absence without pay for situations in excess of thirty (30) calendar days shall be granted only with the approval of the employee's department head and the Human Resource Director.

Section 2: Leave without pay shall be subject to the following provisions:

- (a) At the expiration of leave without pay, the employee shall return to the position he held prior to his leave.
- (b) Vacation and sick leave credits, and all fringe benefit contributions by the County, shall not be earned during the leave without pay status.
- (c) Leave without pay during the probationary period shall not count as part of that period, but the employee to whom such leave has been granted shall be allowed to complete his probationary period on his return from leave.
- (d) A leave without pay does not constitute a break in service.



- (e) Any accrual of vacation leave and sick leave on record at the time of request for leave of absence without pay may be retained by the employee during the full period of such leave without pay status up to those time limits prescribed by the vacation and sick leave provisions of this Agreement.

## ARTICLE 20 VACATION LEAVE

Section 1. All employees covered by this Agreement shall receive vacation leave as provided by Montana State Law, according to the following schedule:

<u>Length of Employment</u>	<u>Vacation Days Earned</u>
1 full pay period through 10 years	15 working days per year
Over 11 years through 15 years	18 working days per year
Over 16 years through 20 years	21 working days per year
Over 21 years	24 working days per year

Section 2. Annual vacation leave may be accumulated to a total not to exceed two (2) times the maximum number of days earned annually as of the last day of any calendar year.

Any employee who terminates his employment with the EMPLOYER shall be entitled to cash compensation for unused vacation leave, at the rate of pay earned at the time of termination, assuming that the employee has worked the qualifying period set forth above.

Section 3. If a supervisor decides not to grant a vacation request, the supervisor must state the reasons in writing as soon as possible after receiving the request. Once vacation leave is approved it cannot be changed unless by mutual agreement between the EMPLOYER and the employee, except in cases of a public health emergency as determined by the supervisor and health officer/executive director/departments head.

## ARTICLE 21 MATERNITY LEAVE

Section 1. Maternity leave shall be granted per Lewis and Clark County Personnel Policy Manual, and 49-2-310 & 311, Montana Code Annotated.

Section 2. Parental Leave: Lewis and Clark County allows for parental leave in accordance with the Family Medical Leave Act. Refer to Lewis and Clark County Personnel Policy Manual.

## ARTICLE 22 MILITARY LEAVE

Employees shall be granted time off with pay to attend military obligations pursuant to and within the constraints of the Montana Code Annotated, as amended.

## ARTICLE 23 TERMINATION BENEFITS

An employee who terminated employment with the Department is entitled to a lump-sum payment equal to one-fourth (1/4) of the pay attributed to the accumulated sick leave. The pay attributed to the accumulated sick leave shall be computed on the basis of the employee's salary or wage at the time he terminates his employment with the Department. However, when an employee transfers between agencies within the County government, he shall not be entitled to a lump-sum payment. In such transfers, the receiving agency shall assume the liability for the accrued sick leave credits earned and transferred with the employee. An employee of the Department who receives a lump-sum payment and who is again employed by the Department shall not be credited with any sick leave for which he has previously been compensated.

An employee who terminated employment with the Department is entitled to a lump-sum payment equal to one hundred percent (100%) of the pay attributed to the accumulated vacation leave. All other provisions are guided by the termination paragraph above.

## ARTICLE 24 ADDITIONAL EMPLOYEE BENEFITS

Section 1. Social Security taxes will be paid according to law for all employees covered by this Agreement.

Section 2. All employees shall be covered by Worker's Compensation Insurance. If an employee is injured on the job, Worker's Compensation may provide the employee with an income to help while recuperating. An employee may elect to use accrued sick leave or to receive payments from Worker's Compensation.

Section 3. The Department shall provide reimbursement for expenses associated with traveling in an official department capacity. Either a department vehicle will be provided to the employee for this use or the employee shall be paid a mileage allowance consistent with the applicable Federal rate. The cost of public transportation will be paid based on the applicable tourist class fare.

The EMPLOYER may establish policies concerning the use of seat belts. A seat belt policy shall not apply to employees while off-duty, on sick leave, vacation leave or on leave without pay.

Section 4. The EMPLOYER will provide parking tokens for MFPE members who have to attend meetings and training at the Lewis and Clark City-County Building.

Section 5. For travel within or outside the State of Montana employees shall be reimbursed for meals and lodging in accordance with Lewis and Clark County Personnel Policy Manual.

Section 6. Health Plan Contribution. The Department will contribute seven hundred seventy five (\$775) dollars per month for Health Benefit Plan coverage under the Traditional Plan option and six hundred and seventy five (\$675) dollars per month for coverage under the High Deductible Health Plan (HDHP) option, for each enrolled Regular full-time status Employee and

each enrolled full-time Seasonal status and Temporary status Employee that completes a Measurement Period of twelve (12) consecutive months, during which the employee averages at least eighty-seven (87) hours per month of actual work and/or paid leave, FMLA leave or jury duty, for twelve months.

The Health Savings Account contribution for employees enrolled in the HDHP option will be set according to the amount determined by the Board of County Commissioners and applied to non-represented employees.

- A. Regular, status part-time employees scheduled to work twenty (20) hours or more per week for more than six (6) continuous months shall receive contributions based upon the number of hours worked (prorated). Seasonal and Temporary status part-time employees that complete the Measurement Period and average at least 87 hours per month for twelve (12) months shall receive contributions based upon the number of hours worked (prorated).
  - B. Each Regular, Seasonal, and Temporary status full-time employee enrolled in the County Employees' Health Benefit Plan shall make a premium contribution of fifty dollars (\$50) per month subject to reductions prescribed in the County's Wellness Plan. Regular, Seasonal, and Temporary status part-time employees scheduled to work twenty (20) hours or more but less than forty (40) hours per week who are enrolled in the County Employees' Health Benefit Plan shall make premium contributions based upon the number of hours regularly scheduled for the position according to payroll information provided by the department (prorated).
- 1. Employees hired prior to 7/1/2013 will be subject to the following EMPLOYER contribution rates:

Regular, Seasonal and Temporary status part-time employees scheduled to work twenty (20) hours or more per pay week for more than six (6) continuous months will receive contributions from Lewis and Clark County as follows:

<u>Degree of Employment</u>	<u>Lewis and Clark County's Contribution</u>
76-99%	100%
51-75%	75%
50% or less	50%

- 2. The "grandfather clause" (Paragraph 1 of this section) will apply only to current part time employees hired prior to 7/1/2013.
- 3. A full time employee who moves to a part-time schedule after 7/1/2013 will be subject to the language in Article 24, Section 6A.

4. Any Employee hired after 7/1/2013 will be subject to the language in Article 24, Section 6A.

Health plan contribution and Wellness contribution will be set according to the amount determined by Board of County Commissioners and applied to non-represented County employees.

Section 7.     Funeral Leave. Upon completion of the probationary period leave is available to attend a funeral or to attend to matters related to a funeral in the case of a death in the employee's immediate family. Immediate family is defined as parent, child, spouse, domestic partner, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, foster child or stepchild, household dependents (including legal guardianships), grandparents, and grandchildren. The EMPLOYER shall grant up to, as required, but not to exceed three (3) days leave of absence with pay.

Funeral leave will be paid only with respect to a workday on which the employee would have otherwise worked and will not apply to an employee's scheduled day off or any other day on which the employee would not have worked. Scheduled days off will not be changed to avoid payment for funeral leave.

Section 8.     Each year, the County will purchase coveralls or uniforms, as per the employee's choice, and gloves for the employees working at 4075 Deal Road. Gloves will be available to employees as needed upon request. Every year, the EMPLOYER will reimburse up to \$250 for the Landfill employees to purchase safety-toed boots that cover the ankle. The Supervisor must pre-approve the type of boot. Receipts must be provided to receive reimbursement.

Section 9.     Tools.

1. The EMPLOYER shall provide a safe place for storage of all tools.
2. Mechanics shall furnish their own set of small tools including a minimum of one-half (1/2) inch drive sockets and up to one and one-quarter (1 1/4) inch end wrenches.
3. Reimbursement for lost or broken tools shall be made in accordance with the following procedures:
  - a. A broken tool shall be turned in to the Supervisor and the new tool shall be purchased by the employee. The purchase receipt for the replacement tool must be submitted with a written request for replacement.
  - b. Lost tools must be reported the Supervisor and upon approval; the employee shall purchase a replacement. The purchase receipt must be submitted with a written request for reimbursement.

- c. All tools shall be locked up when not in use.

If the above rules are followed, the County shall reimburse the Mechanic for lost or broken tools.

4. The mechanic at the Landfill will receive a tool allowance of \$.50 per hour paid with each payday.

Section 10. The County will pay for any licenses required for an employee to perform the duties of the position. Only licenses that are required will be paid for and only the actual cost of license.

Section 11. The EMPLOYER will provide a Hepatitis B Vaccination series and Tetanus to all members upon employment.

Section 12. Leadworker at Landfill. In the absence of the Solid Waste Manager of one (1) day or more during the regular work week (Monday through Friday, excluding designated holidays), the EMPLOYER shall assign an employee to leadworker responsibilities. All employees with 18 months or more of work experience at the landfill shall be assigned leadworker responsibilities on a rotational basis, beginning with the most senior employee. Employees assigned as leadworker shall receive differential pay equal to the equivalent step in the pay grade two (2) grades higher in the County pay matrix.

#### ARTICLE 25. CONTINUING EDUCATION AND PROFESSIONAL ORGANIZATIONS

The Department shall encourage membership in job appropriate professional organizations. In addition, the Department may allow employees opportunities for job-related training, subject to adopted budgets.

#### ARTICLE 26 LABOR MANAGEMENT COMMITTEE

During the course of this agreement, the parties agree to conduct labor-management committee meetings on a regular basis.

#### ARTICLE 27 WAGES

Wages for the employees covered by this Agreement shall be in accordance with Addendum B.

#### ARTICLE 28 SCOPE OF AGREEMENT

This Agreement constitutes the entire Agreement between the parties. The parties further acknowledge that during the course of collective bargaining, each party has had the unlimited rights to offer, discuss, accept or reject proposals. Therefore, for the term of this Agreement, no further collective bargaining shall be had upon any provision of this Agreement, nor upon any subject of collective bargaining, unless by mutual consent of the parties hereto.

### TERM OF AGREEMENT

This Agreement shall be effective from July 1, 2018 through June 30, 2020. Either party shall notify the other in writing no more than ninety (90) days and not less than sixty (60) days prior to the expiration date that they desire to modify this Agreement. In the event that such notice to renew or modify is given, the parties shall meet as soon as possible, but no less than thirty (30) days after the date such notice is given, for the purpose of negotiations.

This Agreement constitutes the full and complete agreement between the EMPLOYER and the MFPE.

BOARD OF COUNTY  
COMMISSIONERS

MONTANA FEDERATION OF PUBLIC  
EMPLOYEES

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Andy Hunthausen , Chair

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Quinton Nyman, Executive Director

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Jim McCormick, Member

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Robyn Trott, Field Representative

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M. Susan Good Geise, Member

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Chris Asplund

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ATTEST

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Paulette DeHart, Clerk and Recorder

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Melissa Baker

## **ADDENDUM A**

### **A. Definitions:**

1. **Regular Full-Time Employee:** Regular full-time employee shall mean one who is hired without a predetermined terminal point of employment and who is scheduled to work 40 hours per week.
2. **Regular Part-Time Employee:** Regular part-time employee shall mean one who is hired without a predetermined terminal point of employment and who is scheduled to work less than 40 hours per week.
3. **Temporary Employee:** An employee hired with a predetermined term of employment less than one year.
4. **Anniversary Date:** The date an employee was hired.
5. **Wage Matrix:** The wage matrix consists of numbered salary groups.
6. **Immediate Family:** The immediate family shall be defined as parent, child, spouse, domestic partner, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, foster child or stepchild, household dependents (including legal guardianships), grandparents, and grandchildren.
7. **Probationary Employee:** Any employee serving the initial six (6) month period of time in the department.

## **ADDENDUM B**

The Employer will make a lump sum longevity payment to each eligible Regular and Seasonal status employee in November. Each employee will receive his or her lump sum longevity payment the week following the first pay period in November each year. Part-time employees will receive a pro-rated amount. The longevity payments will become effective in the fiscal year that includes the employee's six (6) year anniversary and continuing for each year thereafter as long as the employee maintains unbroken service with the County. The initial payment for full time employees shall be \$600 and payments will increase by \$100 for each additional year of service.

Employees will receive step increases when approved by the Board of County Commissioners. Step increases go into effect on the employee's anniversary date UNLESS the position has received a market adjustment during the employee's appointment to the position. Positions that have received a market adjustment during an employee's incumbency will receive approved step increase on the first pay period in the new calendar year.

Employees who have successfully completed their probationary period prior to the start of the fiscal year will receive **either** an anniversary step **or** a market adjustment, **not both**.

Probationary employees may receive a probationary step and **either** an anniversary step **or** a market adjustment.

Market adjustments will go into effect on the first pay period paid in the new calendar year of even-numbered years.

In the case of difficult hiring situations, where the department is not able to hire the best qualified candidate at the entry level step the department may offer an entry level wage up to 90% Step of the wage matrix, with notification to the MFPE.

New hires shall have approved job titles and shall receive entry-level wages, unless the parties mutually agree to a higher rate of starting pay for the position.

Employees may request job audits under provision of the County Personnel Policies and Procedures. There shall be no new group classification appeals allowed, all classification appeals for a higher pay bracket of a group shall be done through labor negotiations on the anniversary of the labor agreement on a year-to-year basis.

The Employer shall notify the MFPE of any new job titles it creates during the term of the Labor Agreement and notify the MFPE of pay grade for such new positions.

### **FY '19 and 20**

The parties agree to pay matrix increases, if any, as adopted by the Board of County Commissioners in the development of the FY 19 and 20 County budgets. Increases shall be implemented in the first pay period of the new fiscal year.



## Appendix A: FY`19 Pay Matrix

Lewis and Clark County Health/PVHC/Landfill Pay Schedule FY`19 June 24, 2018								Position Titles
							5%	
Grade	85%	87.50%	90%	92.50%	95%	97.50%	100%	
1	10.87	11.19	11.50	11.82	12.14	12.46	12.78	
2	11.41	11.74	12.08	12.42	12.75	13.09	13.42	
3	11.98	12.33	12.68	13.04	13.39	13.74	14.09	
4	12.58	12.95	13.32	13.69	14.06	14.43	14.80	
5	13.21	13.60	13.98	14.37	14.76	15.15	15.54	Medical Records Clerk
6	13.87	14.28	14.68	15.09	15.50	15.91	16.31	
7	14.56	14.99	15.42	15.85	16.27	16.70	17.13	
8	15.29	15.74	16.19	16.64	17.09	17.54	17.99	Administrative Secretary-Receptionist Billing Clerk I Dental Assistant Front Desk Clerk Landfill Attendant WIC Aide Breastfeeding Peer Counselor
9	16.05	16.53	17.00	17.47	17.94	18.41	18.89	Medical Assistant
10	16.86	17.35	17.85	18.34	18.84	19.33	19.83	Administrative Assistant II Billing Clerk II
11	17.70	18.22	18.74	19.26	19.78	20.30	20.82	Accounting Technician Case Manager-LPN LPN I
12	18.58	19.13	19.68	20.22	20.77	21.32	21.86	Administrative Assistant III Billing Coordinator Clinic Scheduling Nurse-LPN LPN II Referral Coordinator WIC Competent Professional Authority
13	19.51	20.09	20.66		21.81		22.96	Case Manager-Social Worker Equipment Operator Mechanic
14	20.49	21.09	21.69	22.30	22.90	23.50	24.10	ACA Outreach Worker
15	21.51	22.15	22.78	23.41	24.04	24.68	25.31	Executive Secretary Licensed MSW
16	22.59	23.25	23.92	24.58	25.25	25.91	26.57	Health Educator-Built Environment Health Educator-Tobacco Use Prevention Water Quality Specialist
17	23.72	24.42	25.11	25.81	26.51	27.21	27.90	Outreach Coordinator Patient Support Services Supervisor Quality Improvement Specialist
18	24.90	25.64	26.37	27.10	27.83	28.57	29.30	Case Manager/Home Visiting-Social Worker Case Manager -Social Worker Case Manager/SDMI Waiver Program-Social Worker Communications and Systems Improvement Manager Environmental Health Specialist Finance Coordinator Health Educator-Breast and Cervical Cancer Preparedness Planning Specialist
19	26.15	26.92	27.69	28.46	29.23	29.99	30.76	Care Manager-RN Case Manager-RN/SDMI Waiver Program Clinic Counselor-LPC Hydrogeologist Prevention Programs Manager Public Health Nurse Registered Dietician RN Water Quality District Coordinator
20	27.46	28.26	29.07	29.88	30.69	31.49	32.30	Scheduling Nurse-RN

### Appendix B: Longevity Schedule

Years	Annual Amt
6	\$600
7	\$700
8	\$800
9	\$900
10	\$1,000
11	\$1,100
12	\$1,200
13	\$1,300
14	\$1,400
15	\$1,500
16	\$1,600
17	\$1,700
18	\$1,800
19	\$1,900
20	\$2,000
21	\$2,100
22	\$2,200
23	\$2,300
24	\$2,400
25	\$2,500
26	\$2,600
27	\$2,700
28	\$2,800
29	\$2,900
30	\$3,000
31	\$3,100
32	\$3,200
33	\$3,300
34	\$3,400
35	\$3,500

Longevity schedule continues indefinitely and will increase at the rate of \$100 for each additional year of service.